



**COMMUNITY DEVELOPMENT COMMISSION  
of the County of Los Angeles**

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Michael D. Antonovich**  
*Commissioners*

**Cordé D. Carrillo**  
*Acting Executive Director*

April 21, 2008

**ADOPTED**

Community Development Commission

Honorable Board of Commissioners  
Community Development Commission  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

1-D

APRIL 21, 2009

**SACHI A. HAMAI**  
EXECUTIVE OFFICER

Dear Commissioners:

**APPROVE 15-YEAR LEASE WITH PARA LOS NINOS FOR THE EAST LOS  
ANGELES CHILDREN'S CENTER IN UNINCORPORATED EAST LOS ANGELES  
(DISTRICT 1) (3 VOTE)**

**SUBJECT**

This letter recommends approval a 15-year lease with Para Los Ninos, to lease the East Los Angeles Children's Center \$1.00 per year. Para Los Ninos (PLN), a non-profit agency, will provide child care support services to residents of unincorporated East Los Angeles and surrounding communities.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the approval of a lease with Para Los Ninos is exempt from the provisions of the California Environmental Quality Act (CEQA) because this action will not have the potential for causing a significant effect on the environment.
2. Approve the attached 15-year lease with Para Los Ninos, to lease the East Los Angeles Children's Center to Para Los Ninos for \$1.00 per year, to be effective following approval as to form by County Counsel and execution by all parties.
3. Authorize the Acting Executive Director to execute all duties and actions as landlord pursuant to the terms of the lease and to execute administrative amendments to the lease.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The recommended actions will allow Para Los Ninos (PLN), a non-profit agency, to provide childcare programs and services to residents of unincorporated East Los Angeles and surrounding communities.

### **FISCAL IMPACT/FINANCING**

There is no impact on the County general fund. In consideration for benefits that will be made available to the community, the facility will be leased to PLN for \$1.00 per year. PLN and the Commission will pay for operating and maintenance costs for the property as required under the terms of the lease.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

On June 19, 2007, your Board approved a contract with Procon Construction, Inc., for construction of the 6,000 square foot East Los Angeles Children's Center. Construction is complete and a Certificate of Occupancy was received on October 2, 2008. The proposed 15-year lease will allow PLN to provide childcare support services for up to 80 children at the new facility.

The Children's Center includes 6,000 rentable square feet of childcare space and four on-site parking spaces. The Children's Center also has access to 14 off-site parking spaces located just north of the site on property owned by the County of Los Angeles. Approximately 15 PLN employees will provide child care support services for residents of unincorporated East Los Angeles and adjoining communities.

PLN has the option to renew the lease for an additional five-year period, subject to Board approval, by giving the Commission 120 days' prior written notice. The existing terms of the lease will prevail in the event that PLN exercises the renewal option.

### **ENVIRONMENTAL DOCUMENTATION**

Approval of a lease agreement is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 because it does not have the potential for causing a significant effect on the environment.

An Environmental Assessment (EA) was prepared for development of the East Los Angeles Civic Center, which included the Children's Center, located at 161 S. Fetterly Ave, Los Angeles, (now 4824 Civic Center Way due to reorientation of building entrance), pursuant to the requirements of the National Environmental Policy Act of 1969. Based on the conclusions and findings of the EA, a Finding of No Significant Impact was adopted by the County of Los Angeles on February 27, 2001. Release of Funds was received from HUD on April 2, 2001.

Pursuant to the requirements of the California Environmental Quality Act (CEQA), and consistent with CEQA Guidelines, an Initial Study/Negative Declaration (IS/ND) was prepared by the Department of Regional Planning for the East Los Angeles Civic Center, which included the Children's Center project. The Board of Supervisors' adoption of the IS/ND on July 25, 2000, and filing of a Notice of Determination, along with the Commission's findings as Responsible Agency on June 19, 2007, meet the requirements of CEQA.


The Environmental Review Record for this project is available for public review during regular business hours at the Commission's main office at 2 Coral Circle in Monterey Park.

**IMPACT ON CURRENT PROJECT**

The lease will facilitate the delivery of childcare programs and services to residents of unincorporated East Los Angeles. Services provided at the facility will also increase the availability of after school enrichment programs and childcare for low-and moderate-income households.

Respectfully submitted,



 CORDÉ D. CARRILLO  
Acting Executive Director

Attachment: 1

COMMUNITY DEVELOPMENT COMMISSION  
COUNTY OF LOS ANGELES  
LEASE AGREEMENT

THIS LEASE is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009 between the Community Development Commission of the County of Los Angeles, a public body, politic and corporate ("Landlord"), and the Para Los Ninos, a California nonprofit corporation ("Tenant").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION. The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

- |   |  |
|---|--|
| (a) <u>Landlord's Address for Notice:</u> | Executive Director<br>Community Development Commission<br>of the County of Los Angeles<br>2 Coral Circle<br>Monterey Park, CA 91755  |
| (b) <u>Tenant's Address for Notice:</u>   | Director<br>Para Los Ninos<br>500 Lucas Avenue<br>Los Angeles, CA 90017  |
| (c) <u>Premises:</u>                      | The entire +/- 6,000 rentable square foot Building (defined below) as shown on <u>Exhibit A</u> attached hereto.   |
| (d) <u>Building:</u>                      | The building located at 4824 Civic Center Way, East Los Angeles which is located upon the real property described more particularly in <u>Exhibit B</u> attached hereto (the "Property").  |
| (e) [Intentionally Left Blank]            | [Intentionally Left Blank]   |
| (f) <u>Term:</u>                          | Fifteen (15) years commencing upon execution of this Lease by the Tenant, and Tenant's Acceptance of the Premises as defined in Section 4(a) (the "Commencement Date"); and terminating at 11:59 P.M. on the day before the fifteenth anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination as provided herein. The phrase "Term of this Lease" or "the Term" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised. |

(g) <u>Projected Commencement Date:</u>	June 1, 2009	1
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(h) <u>Commencement Date:</u>	TBD	4
		5
(i) <u>[Intentionally Left Blank]</u>	<u>[Intentionally Left Blank]</u>	6
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(j) <u>Rent:</u>		9
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i) Basic Rent	\$1 per year	11
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(k) <u>Early Termination Notice Date:</u>	None	15
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		17
(l) <u>Rentable Square Feet in the Premises:</u>	6,000	18
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		20
(m) <u>[Intentionally Left Blank]</u>	<u>[Intentionally Left Blank]</u>	21
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(n) <u>Use:</u>	General child care support service use, which may also include family support services directly related to the child care support services.	23
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(o) <u>Initial Use:</u>	Para Los Ninos child care support services, which may also include family support services directly related to the child care support services.	28
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(p) <u>Parking Spaces:</u>	Eighteen (18) parking spaces	33
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	4 on-site parking spaces on the Premises	35
		36
	Access to 14 off-site parking spaces located just north of 4824 Civic Center Way (Site owned by the County of Los Angeles)	37
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(q) <u>Normal Working Hours:</u>	7:00 a.m. to 5:00 p.m., Monday through Friday; except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed) and such other holidays as are generally recognized by the County of Los Angeles, California.	42
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(r) <u>Asbestos Report:</u>	N/A, Building constructed in 2008.	52
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1.2 Addendum:

Addendum to Lease

2. PREMISES.

(a) Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1 and Exhibit A attached hereto.

(b) Landlord represents that the demised Premises consist of a maximum of 6,000 rentable square feet, and that at no time, except by specific amendment to this Lease executed by Landlord and Tenant, will the amount of square footage as contained herein exceed the amount stated above.

3. [Intentionally Left Blank].

4. COMMENCEMENT AND EXPIRATION DATES.

(a) Term. The term shall commence upon execution of this Lease by the Tenant and Tenant's Acceptance of the Premises, and terminate Fifteen (15) years thereafter. Landlord and Tenant shall acknowledge in writing the Commencement Date, upon Tenant's acceptance of the Premises, by executing the Commencement Date Memorandum and Confirmation of Lease Terms attached as Exhibit C. The term "Tenant's Acceptance of the Premises" as used in this Lease shall mean the date upon which the Premises are Substantially Complete, Tenant has inspected the Premises and Tenant has accepted the Premises. The term "Substantially Complete" or "Substantial Completion" as used in this Lease shall mean compliance with all of the following: (1) the shell and core of the Building are complete and in compliance with all applicable laws and codes, and all of the building systems are operational to the extent necessary to service the Premises; (2) Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Lease (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Premises; (3) Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises, or its equivalent; (4) Tenant has been provided with the number of parking spaces to which it is entitled under this Lease; and (5) if Landlord is responsible for the installation of telecommunication systems, then such systems shall be operational pursuant to the specifications provided by Tenant.

(b) Termination Right. If the Commencement Date has not occurred within ninety (90) days from the Projected Commencement Date, then Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of written notice to Landlord and the parties shall have no further obligations to one another hereunder.

(c) Early Possession. Tenant shall be entitled to possession of the Premises thirty (30) days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures and equipment in the Premises. Such early occupancy shall be subject to all provisions hereof but shall not advance the Termination Date, and Tenant shall not pay any Rent for such early occupancy period.

5. RENT. In consideration of the benefits to the community by Tenant's program to be housed in the subject facility, Landlord agrees to provide the Premises to Tenant for the Basic Rent of one dollar (\$1.00) per year.

6. USES.

(a) Use. Landlord and Tenant agree that the demised Premises together with all appurtenances thereto shall be used by Tenant only to provide child care support services (which may also include family support services related directly thereto) to the community throughout the initial fifteen (15) year term and for a five (5) year option of this Lease. Any changes to this section will require Board of Commissioners written approval.

(b) Classroom Operations. The child care support services shall include, without limitation, a minimum of four classrooms to service toddler age through preschool age (pre-K) on a full time basis, Monday through Friday (excluding holidays), and may include infant care at Tenant's option. The specific age breakdown for each classroom and the children to receive services at the center will be based on the needs of the community as indicated by the regularly updated Centralized Eligibility List, and determined under California Development of Education and Community Care Licensing requirements. Tenant will provide these services to very-low and/or low-income families with incomes not to exceed those allowed pursuant to local, state, and/or federal subsidies. Any changes to these requirements will be subject to approval by Landlord.

(c) No Discrimination. The Tenant herein covenants by and for itself, its officers, employees, agents, administrators that there shall be no discrimination against or segregation of any person or group of persons, on account of race, religion, creed, color, national origin, ancestry, marital status, sex or sexual orientation in the use or enjoyment of the Building, Premises, or Improvements, nor shall the Tenant itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subleases, subtenants, or vendees for the Building, Premises, or Improvements.

(d) [Intentionally Left Blank]

7. HOLDOVER. If Tenant remains in possession of the Premises, or any part thereof, after the expiration of the Term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) calendar days written notice from Landlord or thirty (30) calendar days written notice from the Tenant's Director at the rental fair market value plus all other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. COMPLIANCE WITH LAW. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof, regulating the Tenant's use, occupancy, alterations, or improvement of the Building and Premises.

9. DAMAGE OR DESTRUCTION.

(a) Damage. In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) calendar days, then Landlord shall elect whether or not to repair such damage within sixty (60) days of the Premises being rendered totally or partially inaccessible or unusable. If Landlord elects not to make such repairs, then Tenant shall

have the right, within sixty (60) days of Landlord's election, to terminate this Lease upon fifteen (15) days written notice to Landlord. If Landlord elects to make such repairs, then Landlord shall request an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises tenantable again using standard working methods. Basic Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the applicable provisions of California Civil Code with respect to any partial or total destruction of the Premises.

(b) Termination Right. In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) calendar days for any reason, then either party may terminate this Lease and the Basic Rent shall be abated from the date the Premises became untenable. In the event that Tenant does not elect to terminate this Lease, Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided insurance proceeds or self-insurance funds are available to repair the damages.

(c) Damage In Last Year. Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, either party may terminate this Lease by giving notice to the other not more than thirty (30) calendar days after such destruction, in which case (a) Landlord shall have no obligation to restore the Premises, (b) Landlord may retain all insurance proceeds, excluding those insurance proceeds covering the Tenant's personal property, relating to such destruction, and (c) this Lease shall terminate as of the date which is thirty (30) calendar days after such written notice of termination.

## 10. REPAIRS AND MAINTENANCE.

(a) Tenant Obligations. Other than as specifically set forth in section 10(b) below, Tenant, at its sole cost and expense, shall maintain the Premises, Property, classrooms, Buildings, structures, landscaping, Improvements, equipment, and all other components of the Premises or Property, in a first class manner, in good repair and order, and in decent, safe, and sanitary condition at all times in order to ensure the preservation of the condition of the Premises and Property. Tenant's responsibilities further include, without limitation, the following:

(i) Maintenance, repair and replacement of all finishes on Premises, Property, and structures on the Property, including, but not limited to, painting walls (interior and exterior) and replacing and refinishing floors, floor treatments, and floor coverings;

(ii) Maintenance and repair of day to day issues involving heating, ventilation and air conditioning ("HVAC"), plumbing, electrical, and life-safety equipment and systems. This includes, but is not limited to, clogged toilets, leaky pipes and faucets, regular maintenance of plumbing system and garbage disposals, waste water stoppage issues, and other minor repairs related to the above.

(iii) Trash, disposal, janitorial and security services;

(iv) Intentionally deleted;



- (v) Intentionally deleted;
- (vi) Paying all utility costs including sewer, trash, electricity, gas, water, and other services mandated by local, state and/or federal regulations
- (vii) Intentionally deleted;
- (viii) Intentionally deleted;
- (ix) Intentionally deleted; and
- (x) Maintenance, repair and replacement of all facilities, equipment, buildings, and structures related to the childcare center or the provision of childcare services, including, but not limited to, classrooms, playgrounds, playground equipment, shade structures, and floor coverings (such as rubberized surfaces, sand boxes, and mulch).

To this end, Tenant shall perform any and all repairs, maintenance, or replacements of the aforementioned as may be necessary. Tenant shall keep and maintain adequate logs and records of its compliance with its obligations in this section 10(a). These logs and records shall be maintained and kept by Tenant at the Property and shall be available for inspection by the Landlord at any time, upon forty eight hours notice to Tenant. In the event that Tenant fails to maintain the Premises and Property in a decent, safe, and sanitary condition, and fails to cure such default within thirty (30) days following written notice of default (or if more than thirty (30) days are reasonable required for such cure, fails to commence such cure within said thirty (30) day period and diligently pursues such cure to completion), then such may be deemed, at Landlord's sole discretion, a substantial breach of this Lease. Without limiting any other remedies, Landlord may then, upon ten (10) days written notice to Tenant, enter the Premises and Property to cure the substantial breach with all costs and expenses of the cure being borne solely by Tenant, or Landlord may elect to terminate this Lease upon thirty (30) days written notice to Tenant.

(b) Landlord Obligations. Notwithstanding anything contrary to the above, Landlord shall be responsible for major repairs and replacement involving systemic issues of the HVAC, plumbing, electrical, and life-safety equipment and systems. Landlord shall provide general exterior landscape and site maintenance for areas outside of the outermost perimeter of the building, wavy block wall, and wrought iron fencing that faces and is adjacent to the public right-of-ways (Civic Center Way, Fetterly Avenue, Plaza area and Mednik Avenue). Landlord shall further be responsible for the following: (i) paying all liability and property insurance costs, (ii) paying all property taxes and other assessments levied pursuant to recorded or official documents, (iii) paying all property management and administrative fees, so long as they are reasonable, competitive and customary and do not exceed ten percent (10%) of the annual operating expenses for the Premises, (iv) all exterior maintenance and repair, including, but not limited to, windows, window screens and coverings, parking lot, off-site parking, lighting, and fencing, and (v) providing all general exterior landscape and site maintenance on the Premises and Property, including, but not limited to, general landscape and site maintenance of the general courtyard area that is enclosed by the three existing buildings, wavy block wall and wrought iron fencing. Landlord shall also be obligated to provide general exterior landscape and site maintenance for the parking lot site just north of Civic Center Way. Notwithstanding anything to the contrary in subsection (a) above, Landlord shall also, at its sole cost and expense, keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed: (vi) the structural elements of the Building,

including without limitation, all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, stairways, concealed electrical systems and telephone intrabuilding network cable and (vii) mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building. Without limiting the foregoing, Tenant shall, at Tenant's sole expense, be responsible for the cost of repairing any area damaged by Tenant or Tenant's agents, employees, invitees and visitors and the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the benefit of Tenant. All repairs and replacements shall: (viii) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld or delayed, (ix) be at least equal in quality, value and utility to the original work or installation, and (x) be in accordance with all laws.

(c) Tenant's Right to Repair. If Tenant provides written notice (or oral notice in the event of an emergency such as damage or destruction to or of any portion of the Building structure and/or the Building systems and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and Landlord fails to provide such action, or begins to commence such action, within a reasonable period of time, given the circumstances, after the giving of such notice, but in any event not later than ten (10) business days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reasonable reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action. If not reimbursed by Landlord within thirty (30) calendar days, Tenant may terminate this Lease by providing Landlord with thirty (30) calendar days prior written notice thereto.

## 11. SERVICES AND UTILITIES.

Landlord shall furnish the following services and utilities to the Premises:

(a) HVAC. Landlord shall furnish HVAC, during Normal Working Hours in amounts required for the use and occupancy of the Premises for normal office purposes.

(b) Electricity. Landlord shall furnish to the Premises the amount of electric current provided for in the Working Drawings for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or subpanels necessary for Tenant to utilize such capacity in the Premises.

(c) Water. Landlord shall make available water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

(d) Access. Landlord shall furnish to Tenant's employees and agents access to the Building and Premises on a seven (7) day per week, twenty-four (24) hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building.

12. LANDLORD ACCESS. Tenant shall permit Landlord and its agents to enter the Premises upon at least 24 hours' prior written notice for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or Premises, Basic Rent shall be prorated based upon the percentage of the Premises or Building rendered untenable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency.

13. TENANT DEFAULT.

(a) Default. The occurrence of any one or more of the following events (a "Default") shall constitute a material default and breach of this Lease by Tenant:

(i) the failure by Tenant to make any payment of Basic Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder), as and when due and if the failure continues for a period of ten (10) business days after written notice to Tenant;

(ii) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) calendar days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) calendar days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

(b) Termination. Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

(c) No Effect on Indemnity. Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

14. [Intentionally Left Blank]

15. ASSIGNMENT AND SUBLETTING. Tenant may not assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior written consent. Tenant may assign this Lease under the terms and conditions set forth herein with the Landlord's prior written consent, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease and if the assignee's proposed use is in compliance with Section 6 (Uses) herein. However, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease.

16. ALTERATIONS AND ADDITIONS.

(a) Landlord Consent. Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first submitting scope of work description and drawings to

Landlord and obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall be solely responsible for obtaining all permits or other governmental approvals, if any are required, in connection with any alterations or additions.

(b) End of Term. Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

#### 17. CONDEMNATION.

(a) Controlling Terms. If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor, either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

(b) Total Taking. If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

(c) Partial Taking. If any portion, but not all, of the Premises is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) calendar days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than thirty (30) calendar days nor later than ninety (90) calendar days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the date of termination as designated by Tenant. If Tenant does not so notify Landlord within thirty (30) calendar days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated.

(d) Restoration. Notwithstanding the preceding paragraph, if, within thirty (30) calendar days after the Determination Date, Landlord notifies Tenant that Landlord at its cost will add to the remaining Premises so that the area of the Premises and the space available for parking, will be substantially the same after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) calendar days after Landlord so notifies Tenant, this Lease shall continue in effect. All obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

(e) Award. Condemnation awards or payments shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Tenant shall be entitled to any compensation for Tenant's relocation expenses, tenant improvements, trade fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All alterations, telecommunication and utility installations made to the Premises by or for Tenant shall be considered the property of the Tenant, for condemnation purposes only, and Tenant shall be entitled to any and all compensation which is payable therefor. In the event this Lease is not terminated as part of the Condemnation process, Landlord shall repair any damage to the Premises caused by such Condemnation.

(f) Waiver of Statute. Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the superior court to terminate this Lease in the event of a partial taking of the Premises.

18. INDEMNIFICATION. Tenant agrees to indemnify, defend, and hold harmless Landlord and each of its elected and appointed officers, officials, representatives, employees, and agents, from and against any and all liability, demands, damages, claims, causes of action, fees (including reasonable attorney's fees and costs and expert witness fees), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to this Lease, the Premises, the Building, or the Property, excepting Liabilities caused by the sole negligence or willful misconduct of Landlord. Such indemnification language, in favor of Landlord, shall also be incorporated in Tenant's contracts with any entity with which it contracts in relation to this Lease, the Premises, the Building, or the Property. These indemnification provisions shall remain in full force and effect and survive the termination and/or expiration of this Lease. Tenant agrees to require any entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of Landlord, as applicable to each of them.

#### 19. INSURANCE.

Without limiting Tenant's indemnifications of Landlord provided in this Lease, Tenant, and any entities with which Tenant contracts in relation to this Lease, the Premises, the Building, or the Property shall procure and maintain at its own expense the insurance described in this section for the Term of this Lease and any extension thereof. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Tenant shall, concurrent with the execution of this Lease, deliver to Landlord certificates of insurance with original endorsements evidencing the coverage required by this Lease. If original endorsements are not immediately available, such

endorsements may be delivered subsequent to the execution of this Lease, but no later than thirty (30) days following execution of this Lease. The certificate and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Landlord reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to Landlord and may provide for such deductibles as may be acceptable to Landlord. In the event such insurance does provide for deductibles or self-insurance, Tenant agrees that it will defend, indemnify and hold harmless Landlord and its elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each such certificate shall stipulate that the Landlord be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limits for any policy of insurance required herein (although only ten (10) days' written notice shall be required in connection with cancellation for nonpayment of premiums). Tenant shall give Landlord immediate notice of any insurance claim or loss which may be covered by insurance. All certificates of insurance and additional insured endorsements shall carry the following identifier: 4824 Civic Center Way, East Los Angeles, CA (Para Los Ninos).

The insurance policies shall be primary insurance with respect to Landlord. The insurance policies shall contain a waiver of subrogation for the benefit of Landlord. Failure on the part of Tenant and/or any entities with which it contracts in relation to this Lease, the Premises, the Building, or the Property, to procure or maintain the insurance coverage required herein may be deemed, at the sole discretion of Landlord, a material breach of this Agreement pursuant to which the Landlord may immediately terminate this Lease and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of Landlord, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by the Landlord shall be immediately repaid by the Tenant to Landlord upon demand including interest thereon at the maximum legally allowable rate. In the event of such a breach, Landlord shall have the right, at its sole election, to participate in and control any insurance claim adjustment or dispute with the insurance carrier. Tenant's failure to assert or delay in asserting any claim shall not diminish or impair the Landlord's rights against the Tenant or the insurance carrier.

When Tenant is naming the Landlord as additional insureds on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 10 01.

Tenant shall obtain and maintain the following insurance policies for the Term of this Lease, unless otherwise stated herein:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 20 10 85 or its equivalent) including coverage for personal injury, death, property damage, and contractual liability with limits of not less than the following:

General Aggregate	\$2,000,000
-------------------	-------------

Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Landlord and each of its elected and appointed officers, officials, representatives, employees, and agents shall be covered as additional insureds on such policy.

- B. AUTOMOBILE LIABILITY INSURANCE including coverage for personal injury, death and property damage covering all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto", with a limit of liability of not less than \$1 million for each occurrence and excess liability insurance on a following form basis with a limit of not less than \$1 million. The Landlord and each of its elected and appointed officers, officials, representatives, employees, and agents shall be covered as additional insureds on such policy.

- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

- D. PROFESSIONAL LIABILITY INSURANCE, including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars (\$1,000,000) for each occurrence (Two Million Dollars (\$2,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability.

The purpose of this insurance is to cover all claims for professional services being provided by Tenant or any entity with which Tenant contracts. If Tenant is not providing professional services, then it is the responsibility of Tenant to obtain separate written approval from Landlord to eliminate this professional liability insurance requirement. Tenant shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.

Tenant agrees that it will require that all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Lease, the Premises, the Building, or the Property.

20. PARKING. Tenant shall have the right to the four (4) parking stalls on the Premises, as set forth in Section 1, without charge for the Term of this Lease. No tandem parking shall be permitted and Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations

adopted by Landlord from time to time, provided that such procedures shall be uniformly applied. Tenant acknowledges that the parking spaces set forth in Section 1 are also for the use of Tenant, and Tenant's occupants, licensees, invitees and permittees of the Premises, Building, and Property. The remaining 14 parking spaces are provided off-site in a parking lot north of Civic Center Way owned by the County of Los Angeles and allocated to Premises as part of the East Los Angeles Civic Center Master Plan. See Exhibit A for parking space location.

## 21. ENVIRONMENTAL MATTERS

(a) Hazardous Materials. Tenant shall not cause nor permit, nor allow any of Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws.

### (b) Indemnification.

(i) Tenant and Landlord acknowledge that the following activities have occurred regarding hazardous materials and the proposed use of the Land:

(a) In performance of Landlord's due diligence on the site, Landlord contracted with Rincon Consultants Inc., for preparation of the following documents: a) a Phase I Environmental Site Assessment dated April 4, 2000., b) an updated Phase I Environmental Site Assessment dated January 16, 2001; c) a Phase II Environmental Site Assessment dated March 21, 2001; d) a Follow-up Lead in Soil Assessment Report for 210 South Mednik Avenue dated March 20, 2003, and e) a Remedial Excavation Report for Lead Impacted Soil, dated January 3, 2007.

(b) The Landlord contracted with Ambient Environmental, Inc. to provide quality assurance, air monitoring and clearance sampling during the excavation and removal of lead impacted soil from the property located at 210 South Mednik Avenue and upon completion of the excavation received from Ambient Environmental, Inc., a Lead Contaminated Soil Removal Closeout Report dated December 26, 2006.

(c) Landlord and Tenant have independently reviewed all documents identified in item (a) and (b) above.

(ii) Tenant covenants that it shall not (i) release "Hazardous Materials" (as defined below) in violation of Environmental Laws (as defined below) in, on or upon the Building, or (ii) during the term of this Lease, permit the release of



Hazardous Materials by Tenant, or its employees, directors, officers, contractors, consultants, subconsultants, agents, or any other party for which Tenant is legally liable, in violation of Environmental Laws in, on or upon the Building. Tenant further covenants and agrees to remove or remediate, at its expense (subject to any reimbursement it may be able to obtain from third parties) any Hazardous Materials released in, on or upon the Site or the Project in violation of Environmental Laws from and after the date hereof and during Tenant's lease, control or occupancy of the Site or the Project to the extent required by and in accordance with the requirements of the Environmental Laws. The foregoing shall not be construed or understood to prohibit Tenant from allowing Hazardous Materials to be brought upon the Project so long as such Hazardous Materials are materials which are customary and common to the normal course of business in the operation of the facility and so long as such materials are used, stored and disposed of in accordance with Environmental Laws. Tenant agrees to indemnify, defend and hold Landlord and its members, directors, agents, officers and employees ("Landlord Parties") harmless from and against any Claims arising directly or indirectly out of the presence of Hazardous Materials in, on or upon the Site or the Project, in violation of this Section 21, Subparagraph a, including without limitation any Claims arising out of any release of Hazardous Materials described hereinabove or out of Tenant's failure to remove or remediate all such Hazardous Materials released in violation of Environmental Laws in, on or upon the Site and the Project, as required above. Notwithstanding anything to the contrary in this Lease, in no event shall Tenant be responsible for Hazardous Materials or violations of Environmental Laws, unless caused by Tenant, or its employees, directors, officers, consultants, subconsultants, agents, or any third party for which Tenant is legally liable.

(iii) Tenant hereby releases, waives and discharges Landlord and its agents, officials and representatives from all present and future claims, demands, suits, legal and administrative proceedings and from all losses and liabilities relating to Hazardous Materials and arising out of or in any way connected with Tenant's ownership, lease, control or occupancy of the Site, operation of the Project, and in connection with such release and waiver Tenant is familiar with and hereby waives the provisions of Section 1542 of the California Civil Code which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO

EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE  
RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY  
AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

For purposes of this Lease, the term "Hazardous Materials" means, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any other substance or material as may now or hereafter be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule or regulation (collectively, "Environmental Laws"), including, without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act (42 U.S.C. Section 6901 et seq.), (ii) the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), (iii) the Clean Air Act (42 U.S.C. Section 7401 et seq.), (iv) the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. Section 6902 et seq.), (v) the Toxic Substances Control Act (15 U.S.C. Section 2601-2629), (vi) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), (vii) the Carpenter-Presley-Tanner Hazardous Substance Account Act (CA Health & Safety Code Section 25300 et seq.), (viii) the Hazardous Waste Control Law (CA Health & Safety Code Section 25100, et seq.), (ix) the Porter-Cologne Water Quality Control Act (CA Water Code Section 13000 et seq.), (x) the Safe Drinking Water and Toxic Enforcement Act of 1986, (xi) the Hazardous Materials Release Response Plans and Inventory (CA Health & Safety Code Section 25500 et seq.), (xii) the Air Resources Law (CA Health & Safety Code Section 39000 et seq.), or (xiii) in any of the regulations adopted and publications promulgated pursuant to the foregoing.

22. ESTOPPEL CERTIFICATES. Tenant shall, within thirty (30) calendar days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form approved by Landlord and delivered to Landlord concurrently herewith (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or holder of any mortgage upon Landlord's interest in the Premises.

23. TENANT IMPROVEMENTS. With Landlord's written consent, which shall not be unreasonably withheld, Tenant may make minor modification to a portion of the Building as previously designed by Birba Group Architects to accommodate infant care at the Premises. The cost of any such modification shall be completely borne and paid for by Tenant. Any such modification shall be subject to and shall meet any and all building and planning and other related code requirements.

24. LIENS. Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Tenant hereby indemnifies and holds Landlord harmless from any liability or loss from any such lien.

25. SUBORDINATION AND MORTGAGES

(a) Subordination and Non-Disturbance. Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form reasonably approved by Landlord and delivered to Landlord concurrently herewith and provided further that no such subordination shall affect any option to extend the Term of this Lease, option to purchase or right of first offer to purchase the Property which may be included herein.

(b) Existing Deeds of Trust. The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form reasonably approved by Landlord and delivered to Landlord concurrently herewith within thirty (30) calendar days after the execution of this Lease.

(c) Request for Notice. Landlord acknowledges that Tenant intends to record a Request for Notice with respect to any mortgages or deeds of trust affecting the Property in the form reasonably approved by Landlord and delivered to Landlord concurrently herewith.

(d) Notice of Default. If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail requesting any such notice with reference to this Section, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee a copy of any notice of Default served upon Landlord hereunder which could permit Tenant to terminate this Lease and an additional ten (10) business days within which to cure such Default.

26. SURRENDER OF POSSESSION. Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture). In the event Landlord removes the Tenant's fixtures, equipment and/or personal property, Tenant shall reimburse Landlord for said reasonable removal costs.

27. SIGNAGE. Tenant shall be permitted to install at the Premises reasonably appropriate signs, the location and specification of which shall be subject to Landlord's sole discretion and prior written approval, which shall not be unreasonably withheld, that conform with any and all applicable laws and ordinances.

28. QUIET ENJOYMENT. So long as Tenant is not in default hereunder, Tenant shall have the right to the quiet and peaceful enjoyment and possession of the Premises during the Term of this Lease, subject to the terms and conditions of this Lease.

## 29. GENERAL

(a) Headings. Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(b) Successors and Assigns. All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

(c) Entire Agreement. This Lease and all exhibits and addenda attached hereto is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

(d) Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

(e) Notices. All notices and communications to any party hereunder shall be in writing and shall be deemed properly given if delivered personally, sent by registered or certified mail, postage prepaid, or by a recognized overnight commercial messenger providing proof of delivery, facsimile (electronically confirmed) to Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1. Any notice so given shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

(f) Governing Law and Forum. This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

(g) Waivers. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

(h) Time of Essence. Time is of the essence for the performance of all of the obligations specified hereunder.

(i) Consent. Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within thirty (30) days after written request is made therefore, together with all necessary information.

(j) [Intentionally Left Blank].

(k) Memorandum of Lease. If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form reasonably approved by Landlord and delivered to Landlord concurrently herewith, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30. INTENTIONALLY DELETED.

31. INTENTIONALLY DELETED.

32. TENANT'S EARLY TERMINATION RIGHT. Notwithstanding anything to the contrary in this Lease, in addition to any termination right provided elsewhere in this Lease, if Tenant loses any of its designated funding to operate a child day-care center at the Premises or to cover the Basic Rent under this Lease (including Tenant's monetary obligations under Paragraph 10(a) above), and Tenant is unable to secure replacement funding within 30 days following the cessation of the then-current funding, Tenant may terminate this Lease by giving at least 30 days' prior written notice of such termination to Landlord. Tenant agrees to use reasonable efforts to pursue replacement funding prior to exercising such termination right.

33. ACKNOWLEDGEMENT BY TENANT.

Tenant acknowledges that it is aware of the following provisions:

(a) Consideration of GAIN Program Participants. Should Tenant require additional or replacement personnel after the effective date of this Lease, Tenant shall give consideration for any such employment, openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Tenant's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

(b) Solicitation of Consideration. It is improper for any Landlord officer, employee or agent to solicit consideration in any form from a tenant with the implication, suggestion or statement that the Tenant's provision of the consideration may secure more favorable treatment for the Tenant in the award of the Lease or that Tenant's failure to provide such consideration may negatively affect the Landlord's consideration of the Tenant's offer to lease. A Tenant shall not offer or give, either directly or through an intermediary, consideration in any form to a Landlord officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Lease.

Tenant shall immediately report any attempt by a Landlord officer, employee or agent to solicit such improper consideration. The report shall be made either to the Landlord's manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the landlord's submission being eliminated from consideration.

(c) Landlord Assignment. Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Basic Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

The provisions of this Section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns whether so expressed or not.

IN WITNESS WHEREOF this Lease has been executed the day and year first  
above set forth.

LANDLORD:

COMMUNITY DEVELOPMENT  
COMMISSION OF THE COUNTY OF LOS  
ANGELES

APPROVED AS TO FORM:

By:

Raymond G. Fortner, Jr.  
County Counsel

Corde D. Carrillo

Acting Executive Director

By: Behnaz Tashakorian  
Deputy: Behnaz Tashakorian

TENANT:

PARA LOS NINOS, a California nonprofit  
corporation

By:

Gisselle Acevedo

Name:

President + CEO

Title:

Gisselle Acevedo

**EXHIBIT A**

1	GENERAL NOTES
2	EXISTING CONDITIONS
3	PROPOSED CONDITIONS
4	CONSTRUCTION METHODS
5	FINISHES
6	PAVING
7	LANDSCAPE
8	UTILITIES
9	STRUCTURE
10	MECHANICAL
11	ELECTRICAL
12	TELEPHONE
13	TELEVISION
14	RADIO
15	TELEGRAPH
16	TELETYPE
17	TELEFONE
18	TELEVISION
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98	TELEVISION
99	RADIO
100	TELEGRAPH

**BIRACORP**  
 1800 EAST CHASE E CHAVEZ AVE LOS ANGELES CA 90023  
 310 491-1111 FAX 310 491-1112

PROJECT NAME:  
 THE EAST LOS ANGELES CHILDREN'S CENTER  
 1800 EAST CHASE E CHAVEZ AVE LOS ANGELES CA 90023  
 THE COUNTY OF LOS ANGELES  
 1800 EAST CHASE E CHAVEZ AVE LOS ANGELES CA 90023

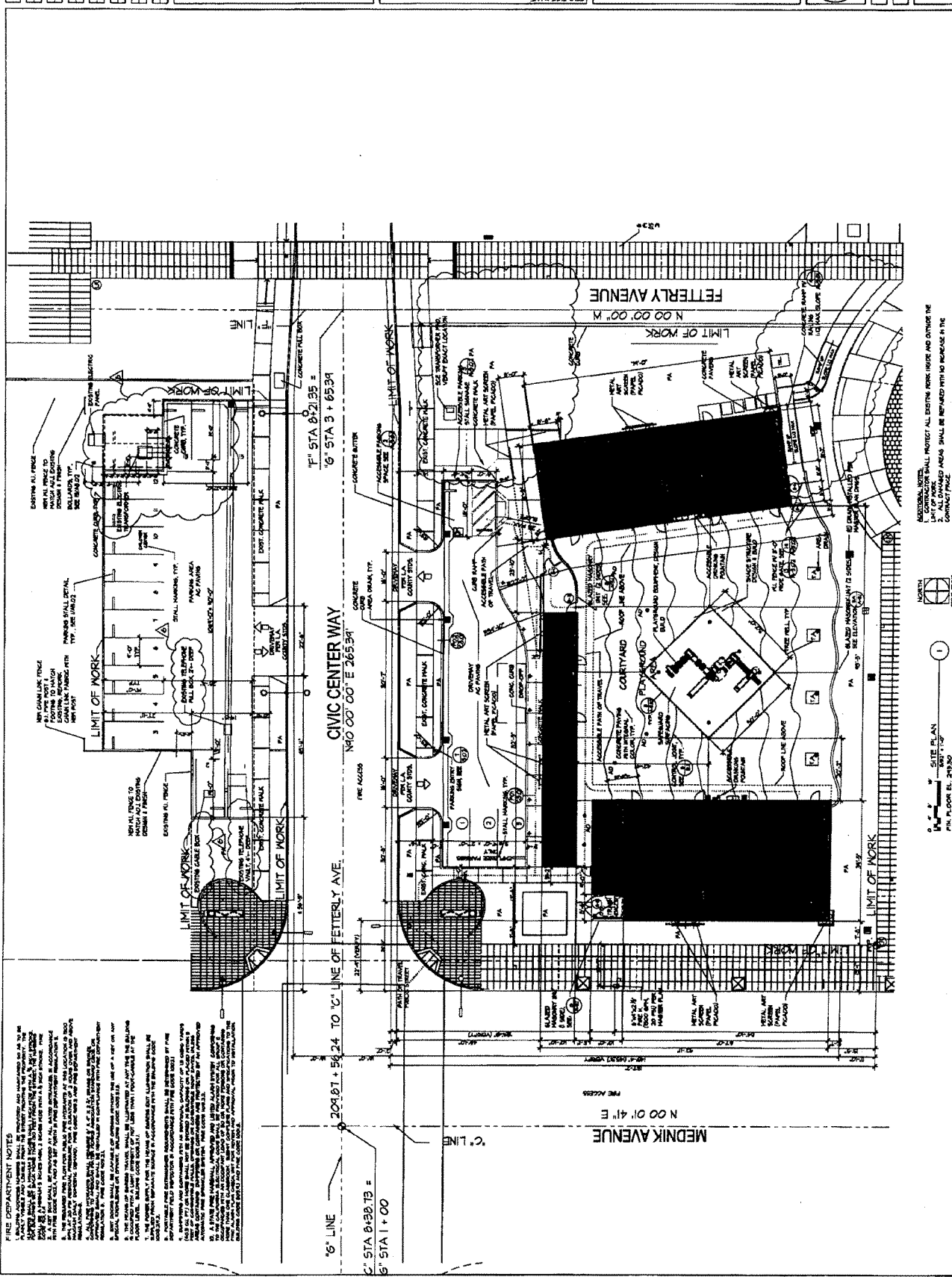
SITE PLAN

TITLE:



SCALE: AS SHOWN  
 DATE: 01/01/2023  
 SHEET NO.

A201



ADDITIONAL NOTES:  
 1. ALL EXISTING AND PROPOSED PAVEMENT SHALL BE REPAVED WITH 10% OVERLAY IN THE LIMIT OF WORK.  
 2. ALL EXISTING AND PROPOSED PAVEMENT SHALL BE REPAVED WITH 10% OVERLAY IN THE LIMIT OF WORK.



1  
 SITE PLAN  
 1/8" = 1'-0"  
 PLAN ELEVATION: 240.00

**FIRE DEPARTMENT NOTES**  
 1. ALL EXISTING AND PROPOSED PAVEMENT SHALL BE REPAVED WITH 10% OVERLAY IN THE LIMIT OF WORK.  
 2. ALL EXISTING AND PROPOSED PAVEMENT SHALL BE REPAVED WITH 10% OVERLAY IN THE LIMIT OF WORK.  
 3. ALL EXISTING AND PROPOSED PAVEMENT SHALL BE REPAVED WITH 10% OVERLAY IN THE LIMIT OF WORK.  
 4. ALL EXISTING AND PROPOSED PAVEMENT SHALL BE REPAVED WITH 10% OVERLAY IN THE LIMIT OF WORK.  
 5. ALL EXISTING AND PROPOSED PAVEMENT SHALL BE REPAVED WITH 10% OVERLAY IN THE LIMIT OF WORK.  
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 8. ALL EXISTING AND PROPOSED PAVEMENT SHALL BE REPAVED WITH 10% OVERLAY IN THE LIMIT OF WORK.  
 9. ALL EXISTING AND PROPOSED PAVEMENT SHALL BE REPAVED WITH 10% OVERLAY IN THE LIMIT OF WORK.  
 10. ALL EXISTING AND PROPOSED PAVEMENT SHALL BE REPAVED WITH 10% OVERLAY IN THE LIMIT OF WORK.



**EXHIBIT B**

LOTS 21 THROUGH 26 INCLUSIVE AND LOTS 71 THROUGH 76 INCLUSIVE, BLOCK 9, AS SHOWN ON MARAVILLA PARK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED IN BOOK 18 PAGE 168 OF MAPS ON FILE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF LOS ANGELES.

EXCEPTING THEREFROM THOSE PORTIONS LYING WESTERLY OF A LINE PARALLEL AND CONCENTRIC WITH AND 54 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF MEDNIK AVENUE, 108 FEET AND 118 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR'S MAP BOOK 5203, SHEET 1, ON FILE IN THE OFFICE OF THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF LOT 76, OF SAID TRACT, AND THE SOUTHERLY LINE OF CIVIC CENTER WAY, 60 FEET WIDE, DESCRIBED IN DEED TO THE COUNTY OF LOS ANGELES FOR ROAD AND HIGHWAY PURPOSES, RECORDED ON APRIL 11, 2002, AS INSTRUMENT NO. 02-855688, OF OFFICIAL RECORDS ON FILE IN THE OFFICE OF THE SAID RECORDER; THENCE SOUTH  $0^{\circ} 22' 35''$  EAST ALONG SAID EASTERLY LINE AND ITS SOUTHERLY PROLONGATION, A DISTANCE OF 116.70 FEET, TO A POINT IN THE EASTERLY LINE OF LOT 71, OF SAID TRACT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 91.75 FEET, A RADIAL OF SAID POINT BEARS NORTH  $0^{\circ} 22' 35''$  WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE TO A LINE PARALLEL WITH AND 3.70 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID LOT 71; THENCE WESTERLY ALONG SAID PARALLEL LINE TO A LINE PARALLEL WITH AND 12.00 FEET EASTERLY OF THE EASTERLY SIDE LINE OF MEDNIK AVENUE, 108 FEET AND 118 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR'S MAP NO. B-5203, SHEET 1, ON FILE IN THE OFFICE OF THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF SAID COUNTY; THENCE NORTHERLY ALONG SAID LAST-MENTIONED PARALLEL LINE TO A LINE PARALLEL WITH AND 48.00 FEET SOUTHERLY OF THE SOUTHERLY LINE OF SAID CIVIC CENTER WAY; THENCE EASTERLY ALONG SAID LAST MENTIONED PARALLEL LINE TO A LINE PARALLEL WITH AND 26.50 FEET EASTERLY OF SAID EASTERLY SIDE LINE; THENCE NORTHERLY ALONG SAID LAST MENTIONED PARALLEL LINE TO THE SOUTHERLY LINE OF SAID CIVIC CENTER WAY; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.



EXHIBIT C

COMMENCEMENT DATE MEMORANDUM  
AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain lease ("Lease") dated \_\_\_\_\_, 2009, between the Para Los Ninos ("Tenant"), and the Community Development Commission of the County of Los Angeles, a public body, corporate and politic ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 4824 Civic Center Way, Los Angeles, California ("Premises"),

Landlord and Tenant hereby acknowledge as follows:

(1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on \_\_\_\_\_, 2009 ("Possession Date");

(2) Tenant has accepted possession of the Premises and now occupies the same;

(3) The Lease commenced on \_\_\_\_\_, 2009 ("Commencement Date");

(4) The Premises contain 6,000 rentable square feet of space;  
and

(5) The Basic Rent Per Year for the Premises is \$1.00.

IN WITNESS WHEREOF, this Memorandum is executed this \_\_\_\_ day of \_\_\_\_\_, 2009.

"Tenant"	"Landlord"
Para Los Ninos, a California nonprofit corporation	Community Development Commission of the County of Los Angeles, a public body, corporate and politic
By: _____	By: _____
_____,	Corde D. Carrillo,
Executive Director	Acting Executive Director

## ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE ("Addendum") is attached to and constitutes an integral part of the Lease between the COMMUNITY DEVELOPMENT COMMISSION of the County of Los Angeles, a public body, politic and corporate ("Landlord"), and Para Los Ninos, a California nonprofit corporation ("Tenant"). The terms of this Addendum shall be incorporated in the Lease for all purposes. All words and phrases not specifically defined in this Addendum shall have the same meaning as in the Lease.

The following new Sections are hereby added to the Lease which state in their entirety as follows:

34. New Section 34- Option to Extend. A new Section 34 hereby is added to the Lease which states in its entirety as follows:

(a) Terms of Options. Provided that no material Default has occurred and is continuing under the Lease at the time the option is exercised, Tenant shall have one (1) option to renew this Lease for an additional period of Five (5) years (the "Extension Term").

(b) Exercise of Option. Tenant must exercise its options to extend this Lease by giving Landlord written notice of its election to do so no later than One Hundred Twenty (120) calendar days prior to the end of the initial Term.

(c) Terms and Conditions of Extension Term. The Extension Term shall be based on all the prevailing terms and conditions of this Lease, except that Landlord shall have no additional obligation for free rent, leasehold improvements or for any other tenant inducements for the Extension Term. In no event shall Landlord be responsible for payment of any brokerage fees or commissions to any broker or finder retained by Tenant or representing Tenant.

(d) Amendment of Lease. Only the Board of Commissioners can execute an amendment to permit the Tenant to exercise the option to renew this Lease for the Landlord. Any exercise of this option to extend the lease is subject to the Board of Commissioners approval, which shall be exercised at their sole discretion.